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01/10/2002 01:57 PM P.0003 RECORDED

Snohomish County

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO ABEYTA & ASSOCIATES 1001 Fourth Avenue Plaza, Suite 3200, Seattle, WA 98154

PNWT 16 047-1

STATUTORY WARRANTY DEED

IN THE MATTER OF

Project Name 67TH AVE NE IMPROVEMENTS SR 531 TO 204TH ST NE Project No. 36651-01
Parcel No. 2231051020
Section/Township/Range NE22 31N 05E

Section/Township/Range NE22 31N 05E Tax Parcel No 310522-001-020-00

Grantor HOLDEN MCDANIEL PARTNERS, LLC, a Washington Limited Liability Company

Grantee City of Arlington, a municipal corporation

Abbreviated Legal Description A PORTION OF THE NE QUARTER OF 22-31-5

Assessor's Tax Parcel ID No 310522-001-020-00

The GRANTOR(s), <u>HOLDEN MCDANIEL PARTNERS, LLC</u>, a Washington Limited Liability Company, a municipal corporation for and in consideration of <u>Ten and No/100 Dollars (\$10 00)</u>, in hand paid, does hereby convey and warrant to the City of Arlington, a municipal corporation, State of Washington Fee Simple Title, in and to the following described real estate and any after acquired interest therein, situated in Snohomish County, in the State of Washington, to the same extent and purpose as if the rights herein granted and had been acquired under the Eminent Domain statute of the State of Washington.

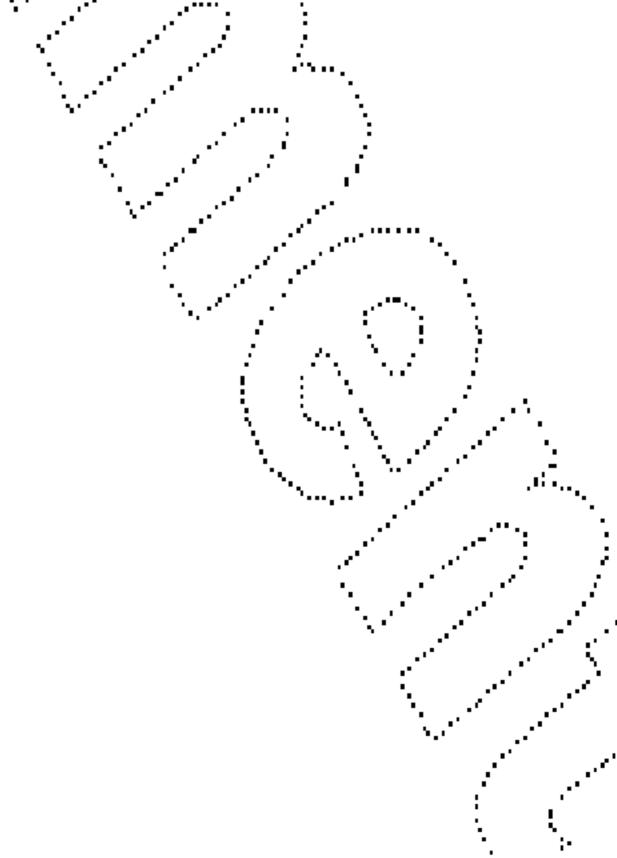
THAT PORTION OF THAT PARCEL DESCRIBED IN EXHIBIT "A" LYING WITHIN THE WEST 10 FEET OF THE EAST 40 FEET OF NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 5 EAST, W M, IN SNOHOMISH COUNTY, WASHINGTON

PARCEL "A"

THE SOUTH 400 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22 TOWNSHIP 31 NORTH, RANGE 5 EAST, W M, IN SNOHOMISH COUNTY, WASHINGTON, LYING EAST OF NORTHERN PACIFIC RAILROAD COMPANY RIGHT-OF-WAY, EXCEPT THAT PORTION THEREOF CONVEYED TO THE COUNTY OF SNOHOMISH BY QUIT CLAIM DEED RECORDED UNDER RECORDING NUMBER 784177,

Situate in the County of Snohomish County State of Washington

AND EXCEPT 67TH AVENUE NORTHEAST



The sindersigned hereby agrees to surrender possession of the lands and/or rights herein conveyed, granted, transferred and/or released upon receipt of payment by the owner, or grantor . It is understood and agreed that the delivery of this deed is tendered and that the terms and obligations hereof shall not become binding upon the City of Arlington, State of Washington unless and until accepted and approved in writing by the City of Arlington's Director of Public Works or City Engineer The covenants shall run with the land and bind the Grantor and Grantor's heirs, successors and assigns HOLDEN MCDANIEL PARTNERS, LLC, a Washington Limited Liability Company (Grantor) STATE OF WASHINGTON County of Snohomish I certify that I know or have satisfactory evidence that Lee HcDaniel ıs/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated this instrument. 1s/she is/they are authorized to execute the instrument and acknowledged it as the members. Hobban McDaniel Yanthoss LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument DATED na Name (typed or printed) NOTARY PUBLIC in and for the State of Washington

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NOTARY PUB My appointment expires __

